REMARKS/ARGUMENTS

In the last Office Action, dependent claims 55-58 were rejected under 35 U.S.C. §112 for failing to comply with the written description requirement, and likewise objected to under 37 CFR 1.75(c) for failing to limit the subject matter of a previous claim. Claims 46-54 and 59-81 were rejected under 35 U.S.C. 103(a) as being obvious over U.S. Patent 5,661,653, ("*Kulik*") in light of U.S. Patent 6,061,667 ("*Danford-Klein*") .

Claims 48, 62, and 74 were rejected under 35 U.S.C. 103(a) as being obvious over *Kulik*, *Danford-Klein* in view of U.S. Patent 6,286,009 ("Mattiolo"). Applicant notes that claims 1-45 have been cancelled, and thus it appears inappropriate to reject claims 10, 25, and 40 in light of *Kulik* and *Danford-Klein*.

Applicant has amended the preamble of claim 46 to address the rejection dealing with claims 55-58. Applicant has also provided clear evidence as to the scope of the disclosure of *Danford-Klein*, and why the combination of *Danford-Klein* with *Kulik*, or with Kulick and Mattiolo, is deficient with respect to the rendering obvious various limitations in independent claims 46, 60, and 72.

Applicant respectfully requests entry of the amendment and withdrawal of the rejection. Applicant submits that the independent claims are now patentable over the combination of *Kulik* and *Danford-Klein*, as well as the combination of *Kulik*, *Danford-Klein*, and Mattiolo.

Discussion of Claim Amendments

Claim Rejections Based on 35 U.S.C. §112

Claims 55-58 were rejected as lacking written support. The Office Action stated:

These claims each add a different module to the system of Claim 46. Claim 46, however, deals with one particular subsystem of the entire system, which is the subsystem of calculating rates (s shown by Reference number 316 of Figure 3). ... Therefore the specification does not support the Freight Rate system

comprising the Tariff module, compliance module, logging module and packaging module, and the addition of these claims in the form of dependent claims, dependent from the Freight Rate Module, is considered to be new matter, and lacks written description in the original specification.

The preamble of claim 46 has been amended to recite:

46. (currently amended)   A system for ~~determining a charge~~ processing data associated with a freight shipment, comprising:

Applicant submits that dependent claims 55-58 properly limit the subject matter of the claims they depend from. Claim 55 pertains to a tariffs module, claim 56 pertains to a compliance module, claim 57 pertains to a logging module, and claim 58 pertains to packaging module. Applicant submits that these are all supported by the written description as being disclosed within the "system for processing data associated with a freight shipment." Applicant respectfully requests the rejection and objection be withdrawn.

Applicant requests entry of the amendment so as to better place the application in a condition of allowance.

Claims Rejections Based on 35 U.S.C. 103(a) (*Kulik* in view of *Danford-Klein*)

Claims 46-54 and 59-81 were rejected as being unpatentable over *Kulik* in light of *Danford-Klein*.

The Office Action alleges that *Kulik* discloses various limitations pertaining to "the user of a rate sheet input module (25) for accepting rate sheet information (see Figure 2), a customer rates processor (31) which functions as a rate sheet analyzer module and together with a rates manager functions and also a rule generator (25 and 31, with corresponding detailed descriptions in Columns 5 and 6) and that interfaces with a template store module (33)."

The Office Action recognizes that "*Kulik*, however, fails to disclose the system being used for multiple carriers, and where each template is specific to the carrier and each table is specific to each carrier." For this proposition, the Examine relies on *Danford-Klein*. "*Danford-*

Klein discloses the user of a rating module (carrier specific service engines, which the examiner considers to be a form of carrier specific templates), which calculates rates for multiple carriers, using carrier rules, and analyzing rate tables (See abstract, figures 6A and 8, Column 2, lines 23-44, and Column 3, lines 31-42)."

However, ***Danford-Klein* does not disclose a rating engine processing different carrier's rates.** *Danford-Klein* clearly states that a new rating engine is created for each rate table (col. 15, lines 63-66). *Danford-Klein* discloses that the rating engines disclosed in conjunction with the figures cited by the Examiner pertain to a **single carrier.**

Danford-Klein states that a "carrier contract object is broadly defined to comprises a collection of data representing contract terms **of a contract between a carrier and a customer**" (Col. 17, lines 17-20). Thus, a rating engine is associated with each instance of a particular carrier contract object (col. 16, lines 51-55, col. 13, lines 14-15, and 25-30). Figure 6A and 8 identify an instance of a carrier contract (see, e.g., cloud 138, Fig. 8 and could 70, Fig. 6a). The 'rating engine" associated with the carrier contract is able to process rate sheets only associated with that carrier – **not from multiple carriers.** The different clouds subordinate to the carrier contract cloud in the figures pertain to rating a shipment according to various service contracts for a carrier (e.g., priority, next day, 2nd day, ground, etc.). These are different rates associated with the same carrier.

Further, the portions of the specification cited by the Examiner support this concept, or at the least are not inconsistent. For example, the Examiner cites the Abstract. The Abstract indicates that the invention discloses a "rating engine operable to receive a rating request associated with a carrier contract." Note that this clearly states a singular carrier contract, which is defined to be from a carrier, not a set of carriers.

The Examiner cites portions of column 3, which discloses "a complex rating engine for **a particular carrier contract** may be created." Again, a carrier contract involves **a single carrier**. The rating engine can process only a specific rate sheet of a specific carrier. The Summary of the Invention continues and states "[a]ccordng to this aspect of the invention, rating

data **for a particular carrier contract** may be grouped together...." Again, referring to a single carrier.

The citation to the "Background of the Invention" (col. 2, lines 24-44) only discloses that "customers holding contracts with multiple carriers may use such software compare prices available for a particular shipment so that the customer pays the lower price for the shipment." This does not disclose the limitations of independent claims, nor even discloses how *Danford-Klein* operates. By itself, the disclosure of column 2 is too broad and vague to anticipate the limitations of the present claims. It only discloses a general statement.

The other section cited by the Office Action is the text in column 6, lines 50-55 of *Danford-Klein*. In light of the preceding, the text can be understood. That text (and associated Fig. 4) indicates that the "ODM module" is an application that uses the API interface, as would any other user. (Col. 6, line 53-55, see also lines 15-20). Thus, the ODM operates as a user would, making queries against various carriers' contracts, to determine which is the least expensive carrier. However, the system fulfilling those queries, would **clearly have different rate engines for each carrier contract**.

Thus, a *prima-facia* case of obviousness has not been established since *Danford-Klein* does not disclose the following limitation as recited in independent claim 46:

> the rate sheet analyzer module selecting the one of the plurality of
> templates by matching the one of the plurality of freight carriers associated
> with the rate sheet with the specific freight carrier associated with the one
> of the plurality of templates

Similarly, the following limitation found in independent claim 60 is not disclosed by *Danford-Klein*:

> selecting a template from a template storage module by matching a
> first freight carrier associated with the template with a freight carrier
> indicated in the rate sheet.

Similarly, the limitation found in independent claim 72 is not disclosed:

the rate sheet analyzer module selecting the one of the plurality of templates to interpret the specific rate sheet by matching a first freight carrier associated with the one of the plurality of templates with the freight carrier associated with the specific rate sheet.

Thus, ***Danford-Klein* would have used separate rating engines for each separate carrier**. The combination of *Danford-Klein* with *Kulik* would thus not have resulted in a single "rate sheet analyzer module," but rather a plurality thereof – one for each instance of a rate sheet.

Applicant submits that the criteria required to establish a *prima facie* case of obviousness has not been met. Specifically, at least the requirement that "all the claim limitations must be taught of suggest by the prior art. *In re Royka,* 490 F.2d 981, 180 USPQ 580 (CCPA 1974)" have not been established. (MPEP 2143.03.)

Because at least the above cited limitations are not disclosed by *Danford-Klein,* the combination of *Danford-Klein* and *Kulik* do not disclose the cited limitations, and are patentable. The dependent claims various incorporate the limitations of their respective independent claims, and are therefore patentable as well.

CONCLUSION

Because *Danford-Klein* does not disclose the above limitations for which it is relied upon, it cannot be combined with *Kulik*, or *Kulik* and Mattioli to disclose or render obvious the claims.

Applicant has amended the claims in an effort to place the claims in a position of allowance. Applicant submits that it has been clearly demonstrated that the 103 rejection is inappropriate, and seeks to draw prosecution of the application to a close.

It is respectfully submitted that the present claims are patentable over the cited references, and allowance of all claims is requested.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,

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